

**INVITATION TO QUOTE
INTERNAL SERVICES DEPARTMENT
Procurement Management
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1974**

QUOTATION N^o: **IQ1910-PW**DUE DATE: **Friday, 12/6/2013**TIME: **2:00 P.M.**TITLE: **PREFABRICATED HAZARDOUS MATERIALS STORAGE SHED**CONTACT: **Esmeralda Cardenas**PHONE: **305-375-2676**FAX: **305-375-4407**E-mail: **ecarden@miamidade.gov****COMMODITY CODE: 100, 100-30, 100-31**

The 'Cone of Silence' is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made in writing to the contact person identified on this ITQ. A copy of the request must also be filed with the Clerk of the Board to: CLERKBCC@miamidade.gov. The County will issue additional information by written addenda. It is the bidder's responsibility to assure receipt of all such addenda.

1. PURPOSE

The purpose of this solicitation is to establish a contract to purchase a prefabricated Hazardous Material Storage Shed Unit for the Miami-Dade County Public Works and Waste Management (PWWM) Department.

2. GENERAL TERMS AND CONDITIONS

All general terms and conditions of Miami-Dade County Procurement Contracts for 'Invitations to Bid/Quote' can be viewed on the following site:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

Persons and Companies that receive an award through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract where applicable. These standard general terms and conditions are considered non-negotiable and subject to the County's final approval.

3. TERM OF CONTRACT:

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the unit acquired in conjunction with this Invitation to Quote, has been accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

4. METHOD OF AWARD:

Award of this contract will be made to the responsive and responsible vendor who submits the lowest price for the item listed in this solicitation.

5. PRICES

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Esmeralda Cardenas, at (305) 375-2676 email- ecarden@miamidade.gov

6. QUESTION DEADLINE

Questions pertaining to this solicitation must be received no later than November 29, 2013. Questions should specifically reference the section of the solicitation to which the question pertains.

7. SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at:

West Dade Home Chemical Collection (HC2) Center
8801 NW 58th Street
Miami, Florida 33178

The awarded bidder shall schedule delivery at least 72 hours prior by contacting the appropriate using department to confirm. Miami-Dade County will be responsible for unloading the shed once it arrives at the County's facility. Price quoted on Shed shall include all necessary hardware for a complete functional unit.

8. "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- Product Information Sheets

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offer or must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offer or shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

9. DELIVERY SHALL BE (30) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within thirty calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

The awarded bidder shall schedule delivery at least 72 hours prior by contacting the appropriate using department to confirm. Miami-Dade County will be responsible for unloading the shed once it arrives at the County's facility.

10. DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper at no additional cost to the County.

11. ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

12. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

13. TRAINING MANUAL TO BE PROVIDED

The successful bidder shall supply the County a comprehensive manual which describe the appropriate use of the equipment purchased by the County in conjunction with this Invitation to Quote. The manual shall be supplied upon, delivery of the equipment. Final payment shall be withheld until such time as this manual is received by the County.

14. The following clause of the General Terms and Conditions of Miami-Dade County Procurement Contracts does not apply: Section 1, paragraph 1.21 (INSURANCE REQUIREMENTS).

15. SCOPE OF WORK:

The Miami-Dade County Public Works and Waste Management (PWWM) Department is seeking to purchase a prefabricated hazardous materials storage shed ("Shed") for the West Dade Home Chemical Collection (HC2) Center.

The shed shall be designed to safely store Household Hazardous Waste (HHW) which may include flammables, combustibles, chemicals, corrosives, and pesticides. The Shed shall be fire fire-rated for 4 hours for the walls and 3 hours for the roof. All materials used in the construction of the unit shall be new and un-used. The use of wood in the construction of the Shed is unacceptable.

The Shed shall be Factory Mutual (FM) approved and Environmental Protection Agency (EPA) and Occupational Safety and Health Act (OSHA) complaint. Additionally, the shed manufacturing quality compliance shall be in accordance with American Society for Testing and Material (ASTM), Underwriters Laboratories (UL), American Institute of Steel Construction (AISC), and American Welding Society (AWS) materials and fabrication standards. **The Shed shall have an affixed State of Florida insignia in accordance to Chapter 61.41 of the Florida Administrative Code. The Shed shall meet County, State, and Federal building codes, fire codes, safety and environmental regulations.**

16. TECHNICAL SPECIFICATIONS:

A. SHED SIZE:

- a. Approximate Shed Measurement – L25' x W5' 6" x H8'-6" (or approved equal).
- b. Three door openings sufficiently large to facilitate the loading and unloading of hazardous materials, with 3 point locking doors, and commercial grade lock – W56" x H86" (or approved equal).
- c. The Shed shall have three segregated storage compartments for storing non-compatible HHW.

B. STRUCTURAL FEATURES:

- a. Wall Structural Framework: Interior and exterior walls to be constructed of heavy gauge Galvanneal sheet steel of at least 14 gauge with a four (4) hour bi-directional fire rated non-combustible and weatherproof construction.
- b. Roof System: The roof shall have a Class A flame spread rating, be constructed of fire rated materials and be weatherproof. The roof shall be sloped to facilitate rain run-off and equipped with rain shield over door(s).
- c. Floor System: Floor shall be constructed of galvanized steel grating and be equipped with a leak proof secondary containment sump. The grating shall be spark proof and slip resistant. The grating must be removable to facilitate sump cleaning in the event of a spill. Sump shall be fabricated utilizing continuously welded steel sheets, of at least 10 gauges or approved equal, for maximum spill containment. A chemical-resistant epoxy coating shall be applied to secondary containment sump. The capacity of the secondary containment sump shall be at least 25% or approved equal.
- d. Shed Base: The Shed shall have open channel construction, underside coated with chemical resistant coating for maximum corrosion resistance. The Shed shall have forklift pockets and hold-down brackets for ease of off-loading and relocation. The Shed base shall be constructed in such a manner to ensure that lifting the Shed by forklift, loading, transporting, offloading, and relocation does not affect the Shed. The Shed shall be equipped with welded anchor supports or tie downs for wind anchoring.

C. ELECTRICAL SYSTEM:

All electrical shall be installed in accordance with the National Electrical Code (NEC) 2008 and 2011 editions and shall include UL and Canadian safety standards. Classified electrical accessories shall be provided, as needed.

- a. Pre-Wired System: Shed shall be equipped with a pre-wired electrical including breaker panel, relays, and switches. The pre-wired electrical system shall also be equipped with one exterior National Electrical Manufacturers Association (NEMA) 3R load center with appropriate circuit breakers.
- b. Static Grounding System: Vendor shall provide one exterior grounding connection, one 10-foot long 5/8" diameter copper-clad steel grounding rod, and grounding lugs.
- c. Electrical Receptacles: Vendor shall provide at least two, one on each side of Shed, external Ground Fault Circuit Interrupter (GFCI) Duplex receptacles with weatherproof cover.
- d. Interior Lighting: Explosion proof interior lighting for each compartment with heavy duty glass, steel guards, and switches.

D. DRY CHEMICAL FIRE SUPPRESSION SYSTEM:

The Shed shall be equipped with a pre-engineered dry chemical system rated for Class A, B, and C fires. System shall include the capacity for automatic actuation, an audible alarm, interior nozzle system in each compartment, and exterior manual activation. The dry chemical tank and release mechanism must be contained in an exterior weatherproof and tamperproof housing. **Miami-Dade County will be responsible for arming the Dry Chemical Fire Suppression System.**

E. VENTILATION SYSTEM:

The Shed shall be equipped with a mechanical ventilation system serving each compartment. The ventilation system shall include an enclosed explosion proof motor with non-static, non-sparking cast aluminum blades which provide a rate of 1 cubic foot per minute per square foot of floor space. The ventilation system shall shut down automatically if fire occurs. The ventilation system shall be activated by one exterior switch.

F. SIGNAGE/LABELING:

The Shed shall have a permanent Department of Transportation (DOT) metal flip placard with rust proof aluminum holder and stainless steel clips on each door. Shed shall also have one NFPA 704 Hazard Rating sign on each door.

G. SHELVING SYSTEM:

The Shed shall come equipped with at least three tiers of steel shelving with raised edges for each compartment.

H. SHED FINISH:

Exterior: The finish of the exterior surfaces (roof, walls, and doors) of the Shed shall be coated with a chemical resistant finish to provide UV resistance and exceptional durability.

Interior: The finish of the interior surfaces (ceilings, walls, and floors) of the Shed shall be coated with a finish to provide chemical resistance as well as abrasion, corrosion, and UV resistance and that will provide exceptional durability.

COMPANY NAME: _____

The estimated quantities are not intended to represent or guarantee a minimum or maximum quantity for the given item. The vendor is to deliver the products within the technical scope of the contract, regardless of the actual quantities realized for each item, or all items in total.

Price For Pre-Fabricated Hazardous Material Storage Shed Unit to Include Delivery				
Item No.	Description	Quantity	Unit of Measure	Unit Cost
1	Pre-Fabricated Hazardous Material Storage Shed Unit Brand: _____ Model: _____	1	Each	\$ _____

INSTRUCTIONS TO BIDDERS

1. Sealed quote required.
2. Mail / in Person to:

**Miami-Dade County
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1974
Attention: Vendor Assistance Unit**

Quotes received after the time and date specified may not be accepted.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business locally headquartered within the limits of Miami-Dade County (or Broward County in accordance with the Inter-local Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the bidder ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

Addenda Received: ☐ Yes ☐ No **If yes, please indicate the number of addenda received:** _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a minimum of one hundred and twenty (120) days from due date of quotation. If awarded a purchase order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

FAILURE TO COMPLETE AND SIGN THIS FORM RENDERS YOUR QUOTE NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Authorized Signature: _____ **Title:** _____
Print/Type Name: _____ **Phone:** _____
E-mail: _____ **Fax:** _____
Firm Name: _____ **F.E.I.N. No.:** ____/____-____/____/____/____/____
Address: _____ **City:** _____ **State:** _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. THE COUNTY MAY HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Affirmation of Business Entity Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade Disability Non-Discrimination Article 1, Section 2-8.1.5 (AA) Resolution R182-00 amending R-385-95	9. Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me
this _____

day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	<u>Principal Owner</u>	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		
Business Name and Address of First Tier Direct Supplier	<u>Principal Owner</u>	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer

Print Name

Print Title

Date

SUB 100 Rev.